

*Galindo et al. v. Tristate Roofing Inc., et al.*  
USDC Western District of Washington at Seattle  
NOTICE OF REMOVAL

# EXHIBIT 1

FILED

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KING COUNTY  
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CASE NUMBER: 18-2-19991-3 SEA

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

OSCAR SANCHEZ GALINDO and ROGELIO  
SANCHEZ GALINDO,

Plaintiffs,

v.

TRISTATE ROOFING INC. and AMERICAN  
CONTRACTORS INDEMNITY CO.,

Defendants.

No.

**COMPLAINT FOR UNPAID  
WAGES**

1. Plaintiffs Oscar Sanchez Galindo and Rogelio Sanchez Galindo are adults who performed roofing construction labor in in the Puget Sound area in the employ of Defendant Tristate Roofing Inc. ("Tristate Roofing"), as is alleged *infra*.

2. Defendant Tristate Roofing is a construction company that is licensed as a contractor in Washington State, performs work in King County and around the Puget Sound area, and employed Plaintiffs.

3. Defendant American Contractors Indemnity Co. ("American") is a surety company that issued RCW 18.27.040 construction bond 100290832 to Defendant Tristate

1 Roofing. Bond 100290832 was in effect for Defendant Tristate Roofing from November 1,  
2 2015 through at least the date of this complaint.

3 4. Plaintiffs performed roofing work as employees of Defendant Tristate  
4 Roofing on various properties between approximately October 2017 and July 2018.

5 5. Defendant Tristate Roofing failed to fully pay Plaintiffs promised piece-rate  
6 wages for work performed on at least two properties in July 2018.

7 6. In addition, Plaintiffs often worked in excess of forty hours per week working  
8 for Defendant Tristate Roofing during the course of their employment in 2017 and 2018.

9 7. Defendant Tristate Roofing failed to pay Plaintiffs an overtime premium for  
10 work performed in excess of forty hours in a workweek in 2017 and 2018.

11 **FIRST CAUSE OF ACTION—BREACH OF EMPLOYMENT CONTRACT**

12 8. Plaintiffs repeat and re-allege the prior allegations of the Complaint herein as  
13 if fully repeated.

14 9. Defendant Tristate Roofing failed to pay Plaintiffs wages due to them under  
15 their employment agreements.

16 10. Defendant Tristate Roofing's breaches of the employment contracts were  
17 willful and done with the intent to deprive Plaintiffs of their wages in violation of RCW  
18 49.52.050 and .070, thereby entitling Plaintiffs to recover double exemplary damages.  
19

20 **SECOND CAUSE OF ACTION—VIOLATION**  
21 **OF THE MINIMUM WAGE ACT**

22 11. Plaintiffs repeat and re-allege the prior allegations of the Complaint herein as  
23 if fully repeated.

1           12. Defendant Tristate Roofing violated RCW 49.46.020 by permitting Plaintiffs  
2 to perform unpaid work.

3           13. Defendant Tristate Roofing violated RCW 49.46.130 by permitting Plaintiffs  
4 to work more than 40 hours in a workweek without paying overtime premium pay.

5           14. Defendant Tristate Roofing's violations of RCW 49.46.020 and .130 were  
6 willful and done with the intent to deprive Plaintiffs of their wages in violation of RCW  
7 49.52.050 and .070, thereby allowing Plaintiffs to recover double exemplary damages.

8                   **THIRD CAUSE OF ACTION—FAILURE TO PAY FINAL WAGES**

9           15. Plaintiffs repeat and re-allege the prior allegations of the Complaint herein as  
10 if fully repeated.

11           16. Defendant Tristate Roofing violated RCW 49.48.010 by failing to pay  
12 Plaintiffs their final wages upon termination of employment.

13           17. Defendant Tristate Roofing's RCW 49.48.010 violations were willful and  
14 made with the intent to deprive Plaintiffs of wages for purposes of establishing a cause of  
15 action under chapter 49.52 RCW and awarding double damages under RCW 49.52.050 and  
16 .070.

17                   **FOURTH CAUSE OF ACTION—RCW 18.27.030 SURETY BOND 100290832**

18           18. Plaintiffs repeat and re-allege the prior allegations of the Complaint herein as  
19 if fully repeated.

20           19. Plaintiffs performed unpaid labor for Defendant Tristate Roofing in 2017 and  
21 2018 when American bond 100290832 was in effect.

22           20. Defendant Tristate Roofing's failure to pay wages supports a claim against  
23

1 Defendant American under the contractor bond issued to Defendant Tristate Roofing. This  
2 claim arises under RCW 18.27.040.

3 21. Defendant American is liable for up to full amount of their bond that is subject  
4 to employee wage claims.

5 **FIFTH CAUSE OF ACTION— FAIR LABOR STANDARDS ACT (“FLSA”)**

6 22. Plaintiffs repeat and re-allege the previous allegations of the Complaint herein  
7 as if fully repeated.

8 23. Plaintiffs were employed in an enterprise engaged in commerce, as these  
9 terms are used in the FLSA, 29 U.S.C. §§ 201-219.

10 24. Defendant Tristate Roofing violated § 6 of the FLSA, 29 U.S.C. § 206 by not  
11 paying for all work performed by Plaintiffs.

12 25. Defendant Tristate Roofing violated the overtime provisions of Section 7 of  
13 the FLSA, 29 U.S.C. §207 by failing to pay Plaintiffs time-and-one-half their regular rate of  
14 pay for all overtime work, *i.e.*, work in excess of forty hours in a workweek.

15 26. Defendant Tristate Roofing’s violations subject it to liquidated damages under  
16 29 U.S.C. § 216(b).

17 **PRAYER FOR RELIEF**

18 Wherefore, Plaintiffs request that the Court:

19 1. Enter Judgment in favor of Plaintiffs and against Defendant Tristate Roofing  
20 for money damages in an amount to be proven at trial, plus FLSA liquidated or exemplary  
21 (double) damages, prejudgment and post-judgment interest at the legal rates, costs and  
22

1 attorneys' fees pursuant to RCW 49.46.090, RCW 49.48.030, RCW 49.52.070, and 29  
2 U.S.C. § 216(b);

3 2. Declare that the actions of Defendant Tristate Roofing complained of herein  
4 violate RCW 49.46.020, RCW 49.46.130, RCW 49.48.010, RCW 49.52.050,  
5 RCW 49.12.020, 29 U.S.C. § 206 and 29 U.S.C. § 207;

6 3. Enjoin Defendant Tristate Roofing and its officers, agents, successors,  
7 employees, representatives, and any and all persons acting in concert with them, from  
8 engaging in the unlawful and wrongful conduct set forth herein;

9 4. Enter judgment against Defendant American for money damages including  
10 wages due to Plaintiffs, prejudgment interest, court costs, and attorneys' fees.

11 5. Grant leave to amend these pleadings to conform to the evidence presented  
12 at trial; and

13 6. Grant such other and further relief as the Court deems just and equitable.

14 DATED August 8, 2018.

15 By: /s/ Beau C. Haynes

16 David N. Mark, WSBA #13908

17 Beau C. Haynes, WSBA #44240

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